

# Exhibit 1

**Schedule A  
Fee Schedule**

**1. Bankcard Fees (per transaction):** [REDACTED]

- (a) The Bankcard Service Fee of [REDACTED] per Visa and/or MasterCard transaction. Sales plus Interchange and Assessments will be charged daily and is based on:
  - (i) An average ticket of [REDACTED] and
  - (ii) An annual bankcard volume of [REDACTED]
- (b) The interchange fees, assessments and qualifying criteria set forth in Attachment I annexed hereto may be changed from time to time as mandated by the Associations. Unless otherwise permitted under the Agreement, FDMS's fees shall not change during the term of this Agreement.
- (c) Each Foreign Visa/MasterCard transaction submitted by Customer will be subject to a international transaction handling fee. The fees set forth in this Section may be adjusted without notice to reflect increases or decreases in applicable sales or telecommunication taxes as levied by federal, state or local authorities.

**2. Additional Services Fees (per item):**

ACH Deposit  
ACH Reject  
Chargeback Fee  
Retrievals  
Adjustments  
Paper Statement Fee [REDACTED] per month, if ClientLine not used  
Voice Authorization  
Down-line Loads [REDACTED] each full, [REDACTED] each partial  
Custom Reporting  
Daily Wire Fee [REDACTED] per hour

**General Pricing Information for Credit Transactions:**

1. Billable transactions include: purchases, returns, declines, reversals, terminal balancing totals and authorizations.
2. The Visa/MC transaction fee includes authorization, data capture and settlement.
3. The fees and charges set forth on this Schedule A are in addition to all other Third Party fees and all fees due and payable to Servicers and/or any applicable Third Party, will be collected by Servicers as set forth in the Bankcard Addendum.
4. Supplies provided at FDMS' then-current costs, plus a minimum supplies handling fee of [REDACTED] per shipment.
5. Customer shall be responsible for payment of all shipping costs associated with any equipment purchased, leased or maintained by Servicers hereunder.

Attachment I Interchange Fees, Qualifications and Assessment Fees  
Attachment II Other Card Services  
Attachment III Debit Services Addendum  
Attachment IV EBT Services Addendum

**ATTACHMENT I**



## **Visa / MasterCard Interchange Rates for Supermarkets (Includes Fuel)**

**Interchange rates consist of straight pass through fees, dues and assessments**

Effective April 15, 2011

**MASTERCARD**  
MERIT III  
MERIT III - DEBIT  
KEY-ENTERED  
KEY-ENTERED - DEBIT  
STANDARD  
STANDARD - DEBIT  
SUPERMARKET  
SUPERMARKET - DEBIT (ABOVE CAP) (2)  
CONVENIENT PAYMENT  
DATA RATE I  
DATA RATE II - PETROLEUM  
CORPORATE FACE TO FACE -PETROLEUM  
CORPORATE STANDARD  
INTERNATIONAL CORPORATE  
INTERNATIONAL ELECTRONIC  
INTERNATIONAL STANDARD  
SMALL TICKET-DEBIT  
PETROLEUM CAT/AFD - DEBIT  
PETROLEUM SERVICE STATION - DEBIT  
SUPERMARKET - DEBIT (BELOW CAP) (2)  
WORLD MC STANDARD  
WORLD MC KEY ENTERED  
WORLD MC Merit III Base  
WORLD MC CONV. PURCHASES  
WORLD MC SUPERMARKET Base  
INTERNATIONAL CORPORATE  
INTERNATIONAL ELECTRONIC  
INTERNATIONAL STANDARD  
WORLD ELITE KEY-ENTERED  
WORLD ELITE MERIT III  
WORLD ELITE SUPERMARKET BASE







**Citi Merchant Services**  
Provided by First Data Merchant Services Corporation

Non-Domestic Visa Purchasing card – Card Not Present  
Non-Domestic Visa Purchasing card – Retail  
Non-Domestic Signature Preferred Card Not Present  
Non-Domestic Signature Preferred Standard  
CPS/AFD Debit CAP  
CPS/ Retail Service Station CAP  
EIRF Petroleum Debit CAP  
VISA INSIDE FUEL RATE  
VISA NON DOMESTIC INSIDE FUEL RATE  
VISA OUTSIDE FUEL RATE  
VISA NON DOMESTIC OUTSIDE FUEL RATE  
Visa Signature Preferred Outside Fuel  
Non Domestic Visa Signature Preferred Outside Fuel  
Visa Signature Preferred Inside Fuel  
Non Domestic Visa Signature Preferred Inside Fuel  
Non Domestic Visa Business and Visa Signature Business  
Non Domestic Visa Corporate card  
Non Domestic Visa Purchasing and Distribution card  
Non Domestic Visa Infinite card  
Non Domestic Visa Signature card  
Non Domestic Electronic  
Non Domestic Electronic – Visa Electron  
Non Domestic Standard  
Non Domestic Standard – Visa Electron  
Issuer Chip  
Issuer Chip – Visa Electron



The image consists of a 4x6 grid of horizontal rows. Each row contains a sequence of black rectangular blocks of varying widths. The widths of the blocks in each row alternate between two distinct values, creating a repeating pattern of vertical bands. The total width of the grid is constant, but the individual blocks within each row are of different sizes.

- Visa CPS/Supermarket Debit Base Interchange will be capped at [REDACTED] (includes fees and assessments). Any transaction qualifying for CPS/Supermarket Base which exceeds [REDACTED] will receive the capped interchange rate code of DS2, representing the application of the cap.
  - Visa CPS/Service Station Debit and CPS/AFD Debit Interchange will be capped at [REDACTED] (including fees and assessments). Any transaction qualifying for CPS/Service Station Debit or CPS/AFD Debit which exceeds [REDACTED] will receive the capped interchange rate code of C18 and C11, respectively, representing the application of the cap.
  - MasterCard Supermarket Debit transactions also will be capped at [REDACTED] (includes fees and assessments) D71 represents those transaction that are below cap. D81 represents those transactions that are above the cap.

**Attachment II to Schedule A  
Other Card Services**

This Attachment II to Schedule A supplements the Merchant Bankcard Addendum (the "Bankcard Addendum") to which it is attached and sets forth the terms applicable to FDMS provision of the specified services for the Card transactions issued by the entities set forth below:

American Express  JCB  SVS Gift Card   
Diners Club  Discover  BlackHawk

The Card issuing entities selected above are collectively referred to as ("Issuer") unless otherwise specified in this Attachment II.

**1. FEES:**

Authorization  
(Per transaction)

American  
Express\*:  
Diners Club:  
JCB:  
Discover\*:  
SVS Gift Card  
BlackHawk  
\*Fleet:  
Voyager\*\*:  
\*Wright Express:



\*Card processing services for these transaction types may be subject to a separate agreement.

\*\*Servicers will settle Voyager transactions directly to merchants. All other Card types listed in this Attachment shall be settled by the Card Issuer.

**General Pricing Information:**

Billable transactions include: purchases, returns, declines, reversals, authorizations & terminal balancing totals.

The credit card transaction fee includes authorization and data capture. Settlement and payment for such card types will be provided by the applicable third party provider, pursuant to the agreement between Customer and such third party provider.

The fees and charges set forth on this Schedule are in addition to all other third party fees and all fees due and payable to Servicers and/or any applicable third party, will be collected by Servicers as set forth in the Bankcard Addendum.

**2. GENERAL:** Customer understands and acknowledges that FDMS' sole responsibility with respect to ISSUER Card transactions shall be to provide the services specified in this Attachment.

In the event Customer has a separate Issuer Agreement with a respective Issuer, all Chargeback and financial obligations including but not limited to fees and issues related thereto shall be governed by the terms of such Issuer Agreement. Notwithstanding the foregoing, in the event FDMS is providing settlement services for Diners Club and/or JCB transactions FDMS shall be responsible for providing such services pursuant to the terms of the Bankcard Addendum. Customer shall comply with all terms and conditions of the Issuer Agreement and the applicable rules, regulations, interpretations and other requirements of the respective Issuer and shall not seek authorization for or submit for processing or settlement hereunder any Issuer Card transactions at anytime when Customer does not have in effect a valid Issuer Agreement with such Issuer. Customer agrees to notify FDMS immediately upon the termination of any Issuer Agreement to which it is a party. Upon such termination, FDMS shall have no further obligations hereunder to provide any services to Customer with respect to any transactions involving such Issuer Cards.

6. Customer further understands that any claims it may have regarding the Debit Services may not be offset against non PIN Debit sales.
7. Customer assumes all responsibility for paper copy of debit card transactions, pursuant to the appropriate debit card network rules.
8. Within one (1) business day of the original transaction, Customer must balance each location to the FDMS system for each business day that each location is open. If Customer determines that transaction(s) have been processed in error, Customer will initiate the appropriate transaction for adjustment to correct the transaction in question. Customer is responsible for all applicable adjustment fees per appropriate debit card network.
9. Customer shall be responsible for all telephone message unit costs, if any, as they are incurred by Customer for any of the services provided.
10. The responsibility for the installation of and training in the use of terminals shall be dependent upon the type of equipment or system being utilized by Customer.
11. FDMS shall settle debit card transaction proceeds to Customer daily, via a deposit to Customer's Settlement Account. All such settlements to Customer will not be net of adjustments, network fees or Servicers' fees. Servicers shall invoice Customer monthly for all such fees and debit Customer's Settlement Account monthly in the amount of such invoice. Notwithstanding the foregoing, FDMS reserves the right to change the process at any time during the term of this Agreement with 30 days prior notice to Customer, to settle debit transactions daily based on gross sales, net of applicable interchange, network switch fees, and adjustments fees.
12. The fees for the PIN Debit network used to process your transaction will be applied. Which PIN Debit Network will be used will depend upon the availability of the network at the time of the transaction, whether a particular PIN Debit Card is enabled for a particular network, the routing requirements established by the networks and the card issuers, or other factors. You agree that we may, at our sole discretion, utilize any PIN Debit Network available to us for a given transaction.

**13. Customer shall be responsible for the following debit related fees:**

FDMS DEBIT FEE [REDACTED] per transaction  
Debit Adjustments [REDACTED]

**General Pricing Information:**

1. Billable transactions include: purchases, returns, declines, reversals, and authorizations.
2. The PIN Debit Network transactions include authorization, settlement and sponsorship.
3. The fees and charges set forth on this Schedule are in addition to all other third party fees and all fees due and payable to Servicers and/or any applicable third party, will be collected by Servicers as set forth in the Agreement. In addition, Customer will also be charged the network fees on a per transaction per network basis, pursuant to Section 11, above.

CUSTOMER AGREES THAT THE ABOVE-REFERENCED NETWORK FEES ARE CONTROLLED BY SAID NETWORK(S) AND ARE SUBJECT TO CHANGE BY THE NETWORK(S) AND THEREFORE TO THE CUSTOMER AT ANY TIME. SERVICERS WILL USE COMMERCIALLY REASONABLE EFFORTS TO NOTIFY CUSTOMER PRIOR TO ANY EFFECTIVE CHANGE.